

digi CARE

Digimune Warranty Terms & Conditions

Warranty

In addition to any guarantees, warranties or indemnities offered by the Cybersecurity Software Product, and subject to the terms and conditions set out herein, We warrant the effectiveness and ability of the Cybersecurity Software Product to protect You from Hacking-Inflicted Device Damage, Cyber Extortion and Loss of Funds, and Indemnifies You accordingly, subject to the limits contained in the Digimune Warranty Certificate, and terms and conditions below.

- Hacking-Inflicted Device Damage

If, due to the failure of the Cybersecurity Software Product, Your Device is hacked during a cyberattack, We will provide You with remote assistance to repair and restore Your Device to a safe and effective working condition in terms of the Digimune Warranty Certificate.

If We are unable to repair and restore Your Device, We will replace it with a similar make and model in terms of the Digimune Warranty Certificate.

- Cyber Extortion

If, due to the failure of the Cybersecurity Software Product, You are threatened with Cyber Extortion, We will provide You with remote assistance.

If the Cyber Extortion can be avoided without paying the extortion amount demanded, We will remotely restore Your Device in terms of the Digimune Warranty Certificate.

If, in Our reasonable estimation, it becomes apparent that the extortion amount demanded must be paid to restore access to Your Device, We will pay this amount in terms of the Digimune Warranty Certificate.

- Loss of Funds

If, due to the failure of the Cybersecurity Software Product, a hacker gains access to the data on Your Device stored information on Your log-in credentials to your Bank which causes You a Loss of Funds, We will reimburse You accordingly in terms of the Digimune Warranty Certificate.

Loss of Fund is limited to loss occasioned by the unlawful transfer or expenditure of funds from Your Bank account:

- via a digital banking or online shopping application or a browser-based user interface, accessed remotely on Your Device; or
- using Digital Keys accessed on or copied from Your Device.

Definitions

- **Digimune We / Us / Our**

Digimune Group (Pty) Ltd, Registration No. 2022/400550/07 incorporated under the Companies Act as a private company with its registered office at 32 Kloof Street, Gardens, Cape Town, 8001.

- **You / Your / Yours**

You (an individual, natural person) who's personal or company-allocated Device is installed with the Cybersecurity Software Product.

- **Cybersecurity Software Products**

Any approved product provided to You by Us.

- **Digimune Warranty Certificate**

The Digimune Warranty Certificate annexed to these terms and conditions, and any other Certificate which may, at any time hereafter be issued, whether in substitution for or in addition to the existing terms and conditions. This Certificate will be emailed to You.

- **Device**

Your digital or smart device, protected by a Cybersecurity Software Product provided to You by Us, which stores and/or enables You to access Your Digital Keys and/or Digital Identity.

- **Digital Identity**

Your name, address, identification number, Banking details, and any information relating to Your personal identification that can be accessed through Your Device.

- **Digital Keys**

A password, passphrase, personal identification number (PIN), one time PIN (OTP), username, account number, or any other authentication method unique to You that is used to access, control, protect or use Your Digital Identity via the internet.

- **Hacking Incident**

An unlawful electronic attack of a malicious or unauthorised nature specifically targeted at You alone, initiated by a third party with the intention of damaging, destroying, altering, encrypting, overloading or interfering with Your Device, Digital Identity or Data.

- **Digital Identity Theft**

The unlawful use of Your Digital Identity to establish credit accounts, secure loans, enter into contracts or commit crimes which causes or has the potential to cause a Loss of Funds.

- **Cyber Extortion**

The unlawful monetary demand made by an individual or organisation threatening to disrupt computer systems belonging to You; corrupt, damage, destroy, disclose or withhold data stored by You, compromise Your social media accounts; or hinder access to Your computer systems by electronic means.

- **Indemnified Loss**

Losses and damages, whether threatened or suffered, as a direct result of Hacking-Inflicted Device Damage, Cyber Extortion or a Loss of Funds.

- **Bank**

A registered and regulated bank, savings, association, credit union, or any other person or business that directly holds Your money, which issues You with a Digital Key to confirm access to and transfers of funds from Your bank account.

- **Termination Date**

The date on which the Warranty either lapses or is cancelled.

Indemnity

We will indemnify You against all Indemnified Losses ("**Indemnity**").

This Warranty shall not cover You to the extent that a Claim under it results from Your negligence or willful misconduct.

Our liability under this Warranty is conditional on You discharging the following obligations. If You make a claim, or notify Us of Your intention to make a claim against Us as a result of an Indemnified Loss ("**Claim**"), You shall:

- give written notice of the Claim to Us, specifying whether the Claim relates to Hacking-Inflicted Device Damage, Cyber Extortion or a Loss of Funds and provide reasonable details of the circumstances of the Claim;
- not take any further steps in relation to the Claim without the prior written consent of Us, which consent will not to be unreasonably conditioned, withheld or delayed, unless You are faced with imminent harm, whether physically or socially;
- give Us and its professional advisers access at reasonable times (on reasonable prior notice) to the Device and to any relevant assets, accounts, documents and records within Your control to enable Us and its professional advisers to examine it and to take copies for the purpose of assessing the Claim; and
- subject to Us providing security to You to Your reasonable satisfaction take such action as We may reasonably request to avoid, dispute, compromise or defend the Claim.

Nothing shall restrict or limit Your general obligation to mitigate an Indemnified Loss You may suffer or incur as a result of any event that may give rise to a Claim under this Warranty.

At Our option and discretion, We may re-instate, repair, replace, negotiate, and pay on Your behalf, or reimburse You for damage caused by an Indemnified Loss if the Cybersecurity Software Products fail to prevent the Indemnified Loss, subject to the following terms and conditions:

- The approved Cybersecurity Software Products provided to You are installed,

with the latest update, and used in the appropriate manner, and

- If a company-allocated digital system was used, You must prove that Your company device was installed with a licensed Cybersecurity Software Product purchased from Us, and that the product has been updated according to the manufacturer recommendations and instructions, at the time of the incident.

Warranty Exclusions

The Warranty does not apply:

- To juristic or corporate entities;
- If Your operating system (Windows, Android, MacOS, iOS and the like) is not up to date and in line with the requirements of the latest version of the Cybersecurity Software Products provided by Us at the time of the incident;
- To any Indemnified Losses if Your Device has any unlicensed software or applications not acquired from an official App store or recognized software provider;
- If You do not notify Us of an alleged Hacking Incident within 48 hours;
- To any loss or damage:
 - covered by a policy of insurance;
 - which does not fall within the definition of a Loss of Funds as described in this Warranty;
 - associated with interest, damages, third party claims, fees incurred, and other costs that may be a consequence of the Indemnified Loss;
 - If You shared or gave Your Digital Identity and/or Digital Keys to any third party, whosoever, irrespective of any reason whatsoever;
 - Arising out of any unlawful conduct, whether by omission or commission, on Your part;
- Any in-store or online Bank card transactions not originating from Your Device;
- Any Loss of Funds held other than at a Bank.

If you intend to Claim under this Warranty, the procedure is as follows:

- **Step 1: Inform Police**

Immediately inform the Police of the alleged Indemnified Loss, but within 24 hours.

- **Step 2: Inform Us**

Notify Us of the alleged loss within 48 hours, with all relevant details and provide the Police case number given to You by the Police,

by logging the details of the loss as per link provided in the Digimune Warranty Certificate.

- **Step 3: Supply Supporting Information**

If You haven't already dealt with this when You first reported the loss, please ensure that You submit Your Claim electronically within 48 hours.

- **Step 4: Assist with Any Legal Proceedings**

Your assistance will be required should We decide to start legal proceedings against any party responsible for the Indemnified Loss. Note that any such legal action may be taken in Your name.

- **Step 5: Sign Release**

You may have to sign a release form before We will Indemnify You.

Unless We specifically offer to pay or make provision for payment pursuant to the Indemnity, the entire procedure above is facilitated at Your own expense.

General Terms and Conditions

- This Warranty is valid for the use of Your Devices worldwide.
- This Warranty is subject to the South African law. If any of the terms or conditions of this warranty conflicts with any law, it will be interpreted so as to comply with South African legislation.
- The benefit of this Warranty is limited to You alone and it is not transferable to

any other person.

- You must ensure that all the information provided to Us is true and accurate and updated regularly should it change.
- Your subscription payments for the Cybersecurity Software Products must reach Us on time. All subscriptions are payable in advance. The Warranty is valid for so long as Your subscription payments are up to date.
- We may terminate this Warranty, with immediate effect, should We find any material facts that could influence/jeopardize Our ability to provide cover under this Warranty due to a misrepresentation or unjust financial enrichment to Yourself. We will give You 31 days written notice, if We want to change the conditions of this Warranty or cancel for any other reason as stated above.

Processing and Protection of Personal Information

Your privacy is of the utmost importance to Us and We will take the necessary measures to ensure that all information, including personal information provided by You, or which is collected from You, is processed following the provisions of global standards and legislation and is stored safely and securely.

The information You provide to Us will be stored on databases and shared with other parties in the industry to gather industry statistics, improve the quality of risk assessment, and combat fraudulent claims. It is important to understand that this information will remain at the disposal of these parties, even after Your Benefit with Us ends.

You accept that Your personal information may be used for the following reasons:

- To establish and verify Your identity in terms of the applicable Laws;
- To enable Us to fulfil our obligations in terms of this Warranty;
- To enable Us to take the necessary measures to prevent any suspicious or fraudulent activity, in terms of the applicable Laws;
- Reporting to the relevant regulatory authority / body, in terms of the applicable Laws having jurisdiction.

We may share Your information for further processing with the following third parties,

which third parties must keep Your personal information secure and confidential:

- Payment processing service providers, merchants, banks, and other persons that assist with the processing of Your payment instructions;
- Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
- Regulatory authorities, industry ombudsmen, governmental departments, local and international tax authorities, and other persons that We, following the applicable Laws, are required to share Your personal information with;
- Our service providers, agents and subcontractors that We have contracted with to offer and provide products and services to any customer in respect of this Warranty; and
- Persons to whom We cede our rights or delegate our authority to in terms of this Warranty.

You acknowledge that any personal information supplied to Us, in terms of this Warranty, is provided according to the applicable Laws and at Your free will. Unless consented to by Yourself, We will not sell, exchange, transfer, rent or otherwise make available Your personal information to any other parties and You indemnify Us from any claims resulting from disclosures made with Your consent.

You understand that if We have used Your personal information contrary to the applicable Laws, You have the right to lodge a complaint with Us within ten (10) days. Should We not resolve the complaint to Your satisfaction, You have the right to escalate the complaint to the particular Information Regulator having jurisdiction.

For any queries relating to this document
please contact us via the details below.

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